

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SOMPO JAPAN INSURANCE COMPANY  
OF AMERICA,

Plaintiff,

-against-

HANKYU EXPRESS INTERNATIONAL CO.,  
LTD., and KOREAN AIR LINES CO., LTD.,

Defendants.  
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KOREAN AIR LINES CO., LTD.,

Third-Party Plaintiff,

-against-

INTERNATIONAL CARGO MARKETING  
CONSULTANTS, INC. d/b/a Alliance Airlines,

Third-Party Defendant.  
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07-CV-6476 (JGK) (THK)

**ANSWER OF INTERNATIONAL MARKETING CONSULTANTS  
TO THIRD-PARTY COMPLAINT OF KOREAN AIR LINES CO., LTD.**

Third Party Defendant International Marketing Consultants, Inc. d/b/a Alliance Airlines  
("Alliance"), by and through its attorneys, Schindel, Farman, Lipsius, Gardner & Rabinovich,  
LLP, for its answer to the third-party complaint states as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of  
each and every allegation contained in paragraph 1 of the third-party complaint, except admits  
that a copy of a complaint is annexed to the third-party complaint.

2. Denies knowledge or information sufficient to form a belief as to the truth of each and every allegation contained in paragraph 2 of the third-party complaint.

3. Admits each and every allegation contained in paragraph 3 of the third-party complaint.

4. Admits each and every allegation contained in paragraph 4 of the third-party complaint.

5. Admits each and every allegation contained in paragraph 5 of the third-party complaint.

6. Denies each and every allegation contained in paragraph 6 of the third-party complaint.

7. Denies each and every allegation contained in paragraph 7 of the third-party complaint.

#### **FIRST CAUSE OF ACTION**

8. In response to paragraph 8 of the third-party complaint, Alliance repeats and realleges each and every response contained in paragraphs 1 through 7 as if set forth herein at length.

9. Denies each and every allegation contained in paragraph 9 of the third-party complaint.

10. Denies each and every allegation contained in paragraph 10 of the third-party complaint.

## **SECOND CAUSE OF ACTION**

11. In response to paragraph 11 of the third-party complaint, Alliance repeats and realleges each and every response contained in paragraphs 1 through 10 as if set forth herein at length.

12. Denies each and every allegation contained in paragraph 12 of the third-party complaint.

13. Denies each and every allegation contained in paragraph 13 of the third-party complaint.

## **THIRD CAUSE OF ACTION**

14. In response to paragraph 14 of the third-party complaint, Alliance repeats and realleges each and every response contained in paragraphs 1 through 13 as if set forth herein at length., and admits that a copy of a Standard Ground Handling Agreement between Alliance and Korean Air Lines, dated April, 2006, is annexed to the third-party complaint.

15. With respect to the allegations contained in paragraph 15 of the third-party complaint, Alliance admits the existence of the Standard Ground Handling Agreement and refers thereto for all of its terms and conditions.

16. With respect to the allegations contained in paragraph 16 of the third-party complaint, Alliance admits the existence of the Standard Ground Handling Agreement and refers thereto for all of its terms and conditions.

17. Denies each and every allegation contained in paragraph 17 of the third-party complaint.

18. Denies each and every allegation contained in paragraph 18 of the third-party complaint.

#### **FOURTH CAUSE OF ACTION**

19. In response to paragraph 19 of the third-party complaint, Alliance repeats and realleges each and every response contained in paragraphs 1 through 18 as if set forth herein at length.

20. With respect to the allegations contained in paragraph 20 of the third-party complaint, Alliance admits the existence of the Standard Ground Handling Agreement and refers thereto for all of its terms and conditions.

21. Denies each and every allegation contained in paragraph 21 of the third-party complaint.

22. Denies each and every allegation contained in paragraph 22 of the third-party complaint.

#### **FIRST AFFIRMATIVE DEFENSE**

23. The third-party complaint fails to state a claim for which relief can be granted against Alliance.


#### **SECOND AFFIRMATIVE DEFENSE**

24. Any loss of or damage to goods alleged in the third-party complaint was caused by the acts of others over whom Alliance exercised no supervision or control and for whose conduct Alliance has no responsibility or liability.

WHEREFORE, third-party defendant International Marketing Consultants, Inc. d/b/a Alliance Airlines demands judgment dismissing the third-party complaint, awarding third-party defendant its costs, disbursement and such other and further relief as this Court deems just and proper.

Dated: December 5, 2007  
New York, New York

SCHINDEL, FARMAN, LIPSIOUS,  
GARDNER & RABINOVICH, LLP  
Attorneys for Third Party Defendant  
International Marketing Consultants, Inc.  
d/b/a Alliance Airlines

By:   
Edward Farman (EF7329)  
14 Penn Plaza, Suite 500  
New York, New York 10122  
(212) 563-1710  
File No.: 2665.0019